

Complaint Document 1-1

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U.S. DISTRICT COURT  
DISTRICT OF NEW JERSEY  
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UNITED STATES DISTRICT COURT  
NEWARK DISTRICT OF NEW JERSEY

Ms. Chaula S. Bhatt, on behalf of herself, PRO SE,

CIVIL ACTION: DOCKET NO.

Plaintiff,

CIVIL ACTION COMPLAINT FOR:

Vs.

1. CONVERSION;
  2. BREACH OF CONTRACT;
  3. UNJUST ENRICHMENT;
  4. VIOLATIONS OF PRIVACY RIGHTS  
(42 USC § 1983);
  5. VIOLATIONS OF DUE PROCESSES  
(US CONST. AMEND. 4);
  6. UNLAWFUL WIRETAPPING  
(US. CONST. AMEND. 4<sup>TH</sup> AND 14<sup>TH</sup>);
  7. EMPLOYEE REPAYMENT OF WAGES  
(NJ. LAB. CODE § 34:15-1 TO 34:39 ET.SEQ.);
  8. EMPLOYEE REPAYMENT OF  
OVER-TIME (NJ. LAB. CODE §11-56a4);
  9. WAITING TIME PENALTIES  
(NJ. LAB. CODE § 11-4.14);
  10. RECORD KEEPING VIOLATIONS  
(NJSA 34:11-4.4, 34:11-4.6, 34:11-56a20);
  11. WRONGFUL DISCHARGE  
(42 USC §§ 1981, 1982, 1983, 1985(3));
  12. GENDER DISCRIMINATION  
(42 USC §§ 1981, 1983);
  13. UNLAWFUL BUSINESS & INSURANCE  
PRACTICES  
(NJSA 17:22E-10, 17:29B-4, 34:15-1 ET.SEQ.);
  14. NEGLIGENCE  
(42 USC § 1983 AND NJSA 59:13-1);
- DEMAND FOR JURY TRIAL

Party 1: NJ Defendants

Employees of State of NJ:

NJ State Police Superintendent, Col. Joseph Fuentes;  
Current Acting Attorney General Robert Lougy;  
Past Acting Attorney General John Jay Hoffman;  
Executive Director and lay member Of NJ Advisory  
Committee on Judicial Conduct (ACJC)  
Mr. John A. Tonelli;

AND

Party 2: State of Ohio Defendants

Ms. Janet Mihalopoulos - Director BWC-OH;  
Maximation LLC, Ohio based corporation;  
VG Labs Inc, Ohio based corporation;  
Mr. Sunder Govindrajan – Team Lead/Interviewer;  
Mr. Dallas – BWC Project Manager;  
Mr. Srinivas Guntuka- BWC-OH Consultant;  
“Invisible” participants only “visible” to Mr. Srinivas  
Guntuka;

individually and in their official capacities,

**Defendants (s).**

**PRELIMINARY STATEMENT**

Individual and self-representative Plaintiff Ms. Chaula S. Bhatt, Pro Se, on behalf of herself alleges as follows:

1. Ms. Chaula S. Bhatt brings this civil action by filing instant complaint before this Honorable Court requesting sought reliefs, per claim of relief, filed in this complain, against aforementioned defendants. Unlawful actions or inactions of these defendants for relevant to this complaint started during beginning of May 2014 and are continued through the date of judgement in this action.

2. Ms. Bhatt alleges on behalf of herself that, aforementioned defendants violated Plaintiff's multiple civil rights by their continued adverse interferences in cooperation with AT&T Inc. and many additional "invisible" defendants by unlawful wiretapping and interception of Plaintiff's online job search activities and hacked Plaintiff's TD Bank account upon her unlawful termination from job in violations of 18 U.S.C. §§2511, §§2512, §§2520, §§2521 and §§2520. Ms. Bhatt, on behalf of herself seeks damages, and injunctive relief, and exemplary relief from these defendants as a result of their unlawful practices.

3. Ms. Bhatt alleges on behalf of herself that aforementioned member of Maximation LLC; VG Labs Inc, BWC-OH and additional "invisible" participants only visible to Mr. Srinivas Guntuka, committed conversion and was unjustly enriched by illegally converting substantial part of Plaintiff's wages towards their financial gains. Ms. Bhatt, on behalf of herself seeks damages, injunctive relief, and restitution of all unjust enrichment defendants have enjoyed as a result of these practices.

4. Ms. Bhatt alleges further on behalf of herself that Mr. Guntuka in participation with aforementioned defendants architected a money laundering fraudulent scheme by requiring Plaintiff to endorse and sign over an unlawful contract condition of "no communication with BWC-OH" for matters related to "wage rates and hours" on a contract agreement prepared by VG Labs Inc on instructions of aforementioned defendants. The job opportunity at BWC-OH was created with malicious intent of knowingly and purposely involving Plaintiff for a job at BWC-OH for exploiting her during which she was being used to pay a substantial part of her wages for the work performed by her for 8+ weeks of work at BWC-OH. The fraudulent arrangement of Plaintiff's employment was architected by multiple "invisible" and "visible" defendants of this suit without her knowledge and for exploiting Plaintiff on the basis of her background and records ruined by defendants. Plaintiff further alleges on behalf of herself that she was forced to work for at least 10 hours a day by her supervisor Ms. Janet Mihalopoulos without overtime payments. Ms. Bhatt, on behalf of herself

1 seeks damages, injunctive relief, and restitution of all unjust enrichment defendants have enjoyed  
2 as a result of these practices. **Exhibit A shows a copy of the "Employee Agreement".**

3 5. Ms. Bhatt alleges further on behalf of herself that she was insisted to come to work in  
4 spite of being sick by her supervisor Ms. Janet Mihalopoulos. Plaintiff was insisted and forced to go  
5 to work by her manager because Plaintiff's absence from work resulted in less number of work  
6 hours reducing each involved defendant's unjust enrichments by "cuts" from Plaintiff's wages. Ms.  
7 Bhatt, on behalf of herself seeks damages, injunctive relief, and restitution of all unjust enrichment  
8 defendants have enjoyed as a result of these practices.

9 6. Ms. Bhatt alleges further on behalf of herself that her supervisor Ms. Janet  
10 Mihalopoulos had committed an act of gender based discrimination towards Plaintiff by  
11 compensating her at lower wages compared to wages of an inexperienced male candidate. Plaintiff  
12 was paid \$10 less per hour compared to inexperienced male counterpart. Ms. Bhatt, on behalf of  
13 herself seeks damages, injunctive relief, and restitution of all unjust enrichment defendants have  
14 enjoyed as a result of these practices.

15 7. Ms. Bhatt alleges further on behalf of herself that unknown personnel from within BWC-  
16 OH, Maximation LLC and VG Labs Inc unlawfully tempered with weekly timesheets submitted by  
17 Plaintiff and altered number of hours worked by her and corresponding "receipt" numbers. By doing  
18 that, defendants failed to maintain proper record keeping and committed forgery of records. Ms.  
19 Bhatt alleges further on behalf of herself that, collectively, all of these defendants purposely and  
20 knowingly delayed Plaintiff's payments for more than 6 weeks and breached employment contract  
21 with her as "co-employers" of Plaintiff per New Jersey laws as they failed to make bi-weekly  
22 payments per the condition of the contract. Ms. Bhatt, on behalf of herself seeks damages,  
23 injunctive relief, and restitution with interest of all unjust enrichment defendants have enjoyed as a  
24 result of these practices of holding payments. **Exhibit C shows proofs of said discrepancies in hours.**

25 8. Ms. Bhatt alleges further on behalf of herself that she was hired for this contract job  
26 opportunity at BWC-OH after filing grievances with the Advisory Committee on Judicial Conduct  
27 (herein after ACJC) of Supreme Court of New Jersey. Plaintiff further alleges that her grievances  
28 complaint was dismissed by ACJC member Mr. John Tonelli without following due processes.  
29 Plaintiff further alleges that Plaintiff had not disclosed grievances complaint due to its confidential  
30 nature with anyone. Plaintiff further alleges that the timing of filing of grievances and Plaintiff's  
31 contract job at BWC-OH based on unlawful wiretapping and interception of Plaintiff's online job  
32 search activities indicate participation of ACJC member John Tonelli or "invisible" members of State

1 of NJ and others. Ms. Bhatt, on behalf of herself seeks injunctive relief in the form of cooperation  
2 from Mr. John Tonelli in investigating "invisible" members instrumental in hiring and firing Plaintiff  
3 at BWC-OH as Plaintiff's contract opportunity at BWC-OH was not without influences of State of NJ.

4 9. Ms. Bhatt alleges further on behalf of herself that upon detecting and reporting  
5 fraudulent scheme to BWC-OH, Maximation LLC and VG Labs Inc and upon detecting unlawful  
6 conversion of 61.11 % of her wages towards all aforementioned defendants, she was unlawfully and  
7 abruptly terminated without a notice. As a result of abrupt wrongful discharge without due  
8 processes and 10 months prior to official end of contract, Plaintiff Ms. Bhatt suffered severe  
9 personal, social, reputational, professional and economic losses in addition to loss of Plaintiff's  
10 housing during 2014. Ms. Bhatt, on behalf of herself seeks damages, injunctive relief, and  
11 restitution of all of her wages from defendants.

12 10. Ms. Bhatt, on behalf of herself, seeks to recover full wages for the entire duration of  
13 contract, wages that defendants unlawfully converted to them, un paid overtime wages, injunctive  
14 relief for sick leave damages, waiting time penalties for delayed payments, declaratory relief,  
15 injunctive and other equitable relief; and reasonable litigation costs, under multiple laws including  
16 but not limited to New Jersey Labor Code §§ 34:15-1 to 34:60 and under 42 USC §§ 1983. Ms. Bhatt,  
17 on behalf of herself also seeks injunctive relief and restitution of all unjust enrichment defendants  
18 have enjoyed from their violations of New Jersey Labor Code under Business and Professional Code  
19 §§ 56-4, 56-93 and 15 USC § 1 et. seq. Plaintiff further alleges on behalf of herself that, multiple  
20 injuries to Plaintiff as a result of Plaintiff's Civil Rights violations guaranteed by the Bill of Rights, the  
21 13<sup>th</sup> and 14<sup>th</sup> Amendments of the US Constitution and 42 USC §§ 1981, 1982, 1983 and 1985 (3) are  
22 within relevant statutes of limitations durations.

#### 23 JURISDICTION AND VENUE

24 11. Ms. Chaula Bhatt, Plaintiff on behalf of herself brings this action before this Honorable  
25 court for statutory reliefs pursuant to the laws of the Constitution of the United States and laws of  
26 the United States pertaining to unlawful employment practices pursuant to 42 U.S.C. § 2000e2(a),  
27 e2(b), e2(c)(2), e2(c)(3), e2(e)(1), e2(h), e2(j), e2(m); 42 U.S.C. 2000e5(a), e5(b), e5(c),  
28 e5(d), e5(3)(A), e5(3)(B); 42 U.S.C. § 2000e5(f); 15 U.S.C. §§ 1, 2, 4, 5 and 13(F); 42 U.S.C. § 1981 (1), (2)  
29 and (3); 42 U.S.C. § 1983; 42 U.S.C. § 1985 (3); the Fourth Amendment and the 14<sup>th</sup> Amendment of  
30 the US Constitution, 18 U.S.C. §§ 2511, §§ 2512, §§ 2520, §§ 2521; Section 901(a) of RICO codified  
31 under 18 U.S.C. § 1961–1968. Additional applicable statutes pertaining to New Jersey's Labor and



1 Worker's Compensation Laws codified under NJSA 34:15-1 to 34:60 are applied on as needed basis  
2 and as applicable against Plaintiff's co-employers BWC-OH, Maximation LLC and VG Labs Inc per  
3 New Jersey laws. Applicable and relevant laws codified under Title 17 of New Jersey's laws for  
4 Corporations and Insurance institutions are applied in addition to applications of relevant and  
5 applicable statues codified under Title 56 of NJ's Laws pertaining to Unlawful Business Practices and  
6 Unfair Competition.

7 12. This court has personal jurisdiction over this action pursuant to 28 U.S.C. § 1332 (a) (1)  
8 because the aggregate amount claimed by the Plaintiff on behalf of herself, exceed \$75,000,  
9 exclusive of interest and costs. Additional jurisdiction of this court is confirmed pursuant to 28 U.S.C.  
10 § 1331 as there are multiple questions of laws and fact; 28 U.S.C. § 1343; 28 U.S.C. § 1337 as  
11 involved members under party 2 of this suit established a monopoly of selective hiring of specific  
12 individuals by leaking interviews and by giving bribes; 28 USC § 1338 (a) and (b) and 28 U.S.C. §  
13 1357. Additionally, all defendants to this suit have generally established and maintained systematic  
14 business transactions and contacts in State of New Jersey and none are immune pursuant to Title 59  
15 of NJ's code for contractual liabilities. Furthermore, substantial part of this complaint originated as  
16 a result of massive violations of civil rights of Plaintiff by State of New Jersey's visible and invisible  
17 members of law enforcement in participation with AT&T Inc., both of which collectively architected  
18 a scheme of unfair competition by pushing Plaintiff out of State of New Jersey to protect AT&T and  
19 State of New Jersey's interests against Plaintiff. Accordingly, in the interests of efficient resolution of  
20 controversies and fundamental substantive social policies as well as based on totality of  
21 circumstances surrounding this action, it is most appropriate for this Honorable court to exercise its  
22 personal jurisdiction over this action.

23 13. Venue is proper in this district of Newark in NJ pursuant to 42 U.S.C. § 2000e2(a), e2(b),  
24 e2(c)(2), e2(c)(3) ,e2(e)(1),e2(h), e2(j),e2(m); 42 U.S.C. 2000e5(a),e5(b),e5(c), e5(d),e5(3)(A),e5(3)(B)  
25 and, pursuant to 42 U.S.C. §2000e5(f) because unlawful hiring practices of "co-employers" by their  
26 joint-hiring arrangements for self-enrichment causes disparate impact on public with genuine  
27 experiences, education and qualifications. Venue is appropriate and confirmed **\*\*ONLY\*\*** upon this  
28 district court of NJ pursuant to 28 U.S.C. § 1391(a), (b) (2) and (d) due to Newark District Court  
29 being the most suitable venue due to its geographical location for transportation by air, water, road,  
30 buses, subways and private cabs by all in state and out of state witnesses, defendants and Plaintiff  
31 involved in this matter. Additionally, this venue is requested by the Plaintiff because justice so  
32 requires and so is also required by public interest to minimize continued adverse interferences of

1 Trenton-NJ, in all legal matters of Plaintiff as it has been done multiple times in the past by Trenton-  
2 NJ by tossing cases filed by the Plaintiff to Trenton-NJ for exercising its adverse and illegal  
3 interferences by distributing confidential case filings state wide. Furthermore, Camden – NJ is part  
4 of rural New Jersey without air transportation and water ways and with very limited bus services  
5 which makes it less convenient for Plaintiff whose two vehicles have been unlawfully converted by  
6 State of New Jersey towards its unjust enrichment and in violations of all civil rights of Plaintiff. The  
7 majority includes the Plaintiff and 5 out of state defendants who had made Plaintiff to move to Ohio  
8 for fraudulent contract and for whom Newark-NJ is the most suitable venue compared to only three  
9 defendants from Trenton-NJ. The majority basis justifies Newark-NJ as the only legitimate venue  
10 from legal standpoint for this matter and is therefore respectfully requested by the Plaintiff to deter  
11 illegal practices of Trenton-NJ of having cases tossed to Trenton-NJ for its “conveniences” and  
12 adverse influences in spite of substantial minority and without notices. See, *Gulf Oil Corp. v.*  
13 *Gilbert*, 330 U. S. 501 (1947) in which the court had applied the doctrine of forum non conveniens.  
14 Under that doctrine "unless the balance is strongly in favor of the defendant, **the plaintiff's choice**  
15 **of forum should rarely be disturbed.**" *Id.* at 330 U. S. 508. By bypassing such basic common law  
16 doctrines, principle, rules and laws, Trenton-NJ has always tossed Plaintiff's cases to venues of its  
17 choices and interfered and have always failed to provide notices of such illegal transfers to Plaintiff  
18 and such practices must be deterred in public's interest. Accordingly, jurisdiction is confirmed only  
19 on Newark district court for this being an action seeking redress for the violations of Plaintiff's  
20 constitutional and civil rights.

21 14. Venue of Newark District Court as the only most appropriate venue in New Jersey is  
22 further attested for this being the second time filing of the same complaint which was originally filed  
23 at Newark District Court. The Plaintiff is still being intimidated, interfered and harassed by one or all  
24 defendants of this lawsuit by their continued online and otherwise interferences in life of Plaintiff.  
25 One or all defendants of this suit were instrumental in having the time sensitive court order sent by  
26 Trenton Federal District court stolen from Plaintiff's paid PO Box at US Post Office using state's  
27 police department personnel in cooperation with AT&T Inc. for the first complaint filed by Plaintiff.  
28 As a result, Plaintiff could not get two court orders sent by federal district courts of NJ in 2015. One  
29 of the two court orders was related to unlawful case transfer from Newark District Court to Trenton  
30 District Court citing “lack of Jurisdiction” issues among two federal district courts operating in State  
31 of NJ and operating within 25 miles periphery. The other court order was sent by Trenton district  
32 court about timely amendment of Plaintiff's complaint within limited time duration of 30 days which

1 was stolen from Plaintiff's PO Box and was never received by the Plaintiff. By law, jurisdiction of a  
2 specific federal district court should not be an issue when both courts sit in the same State and within  
3 very narrow periphery. The first case was thus transferred illegally from Newark district court to  
4 Trenton district court due to unlawful interferences of State of NJ, where the office of State's  
5 attorney general is located. The first complaint was unlawfully transferred from Newark District  
6 Court to Trenton District Court solely for conveniences of State of NJ for its knowing purposes of  
7 adverse interferences with all legal and personal matters of Plaintiff including employment matters.  
8 Accordingly, Plaintiff respectfully requests this Honorable court to not transfer this action to any  
9 other venue within the State of New Jersey or anywhere else, as justice so requires in the interest of  
10 laws as well as interests of all involved parties to this suit to avoid second time unlawful transfer and  
11 abrupt closing of this complaint as the first complaint was also filed at Newark by Plaintiff which was  
12 transferred to Trenton-NJ by unlawful corrupt interferences of State of NJ. Unlawful venue changes,  
13 unlawful tampering with court hearing dates, unlawful changes of Judges and prosecutors and  
14 unlawful stealing of time sensitive matters are standard tactics of State of NJ as has been  
15 experienced multiple times by the Plaintiff in past. To avoid such continued interferences of  
16 Trenton-NJ and to avoid issues of "Conflicts of Interests", Plaintiff requests this Honorable US District  
17 court of Newark -NJ to exercise its personal Jurisdiction and Venue powers for this matter for  
18 protecting Plaintiff's civil rights, as this Honorable district court has both. Plaintiff's tax form W-2 for  
19 the year of 2015 was also stolen from paid PO Box due to continued interferences of  
20 aforementioned defendants all of whom are aware of Plaintiff's SSN and have distributed and  
21 published her SSN state wide and everywhere else.

#### 22 INTRADISTRICT ASSIGNMENT

23 15. Pursuant to Federal Rules of Civil Procedure intra-district assignment in Newark District  
24 Court is proper in addition to reasons stated under paragraphs 14 and 15 above, because  
25 defendants and Plaintiff's co-employers Bureau of Workers' Compensation - State of OH, Maximation  
26 LLC and VG Labs Inc operate their businesses and market their products in technology, legal and  
27 insurance industry throughout the United States, including throughout the State of New Jersey in  
28 traditional ways and in modern ways via Internet using which unlawful conduct of intercepting  
29 Plaintiff's online job search occurred.

#### 30 PLAINTIFF

31 16. Plaintiff Ms. Chaula S. Bhatt (herein after Plaintiff) is a lawfully admitted permanent  
32 resident of the United States under skilled labor- EB2 Employment category for advance degree



1 STEM (Science, Technology, Engineering and Mathematics) professionals. Ms. Chaula S. Bhatt is  
2 domiciled in the State of New Jersey since 1999, and is a citizen of India. Ms. Chaula S. Bhatt holds  
3 dual undergraduate Engineering degree in Electrical and Telecommunications from India and,  
4 Masters in Computer Engineering from Stevens Inst. of Technology, NJ - USA. In May 2014, Plaintiff  
5 began working for her co-employers BWC-OH, Maximation LLC and VG Labs Inc, under their contract  
6 based "joint employment arrangement" for BWC-Ohio project assignment. From May 27, 2014 to  
7 July 30, 2014, Plaintiff worked as a consulting engineer of VG Labs Inc for Bureau of Workers  
8 Compensation of State of Ohio at their business premises in Columbus, Ohio.

9 **DEFENDANTS**

10 17. Defendant ex-acting attorney general of NJ John Jay Hoffman, is currently working as  
11 Senior Vice President and General Counsel of Rutgers University effective March 14, 2016. His office  
12 as the Senior Vice President and General Counsel of Rutgers University is located at Winants Hall,  
13 Room 402, Rutgers, The State University of New Jersey, 7 College Avenue, New Brunswick, NJ  
14 08901-1258. Mr. Hoffman is being sued in his individual capacity. Defendant Mr. Hoffman was the  
15 acting attorney general of State of NJ during events of this complaint and during Plaintiff's prior  
16 complaint at Newark Federal District Court which was unlawfully tossed to Trenton-NJ.

17 18. Defendant incoming and current Acting Attorney General of NJ Robert Lougy is replacing  
18 outgoing NJ Attorney General Hoffman effective March 14, 2016 and will be responsible for all  
19 unfinished and ongoing businesses of past attorney general Mr. Hoffman. Mr. Lougy operates out of  
20 NJ State Attorney General's office located at Richard J. Hughes Justice Complex, located on the 8<sup>th</sup>  
21 Floor, West Wing, 25 Market Street, Trenton, NJ 08625-0080.

22 19. Respondent Mr. John Tonelli, is a lay member of ACJC (Advisory Committee on NJ  
23 Judiciary Conduct), operating out of Hughes Justice Complex in Trenton NJ. His mailing address is  
24 P.O. Box 037, Trenton, NJ, 08625-0037.

25 20. Defendant Ms. Janet Mihalopoulos is working as a Director at BWC-OH, and was  
26 Plaintiff's supervisor in 2014. Director Mihalopoulos is responsible for managing BWC teams and her  
27 daily team activities including interviewing candidates and determining compensations of  
28 candidates. The BWC-OH, is, and at all times mentioned herein, was a Ohio State Government  
29 business insurance monopoly, operating in New Jersey Newark Area as well as throughout the State  
30 of Ohio and the United States. The BWC is the Bureau of Workers Compensation of State of Ohio,  
31 with primary purpose of providing business insurances to all types of businesses operating within



1 and outside of State of Ohio. BWC-OH operates as a State of Ohio based business insurance  
2 monopoly from which all businesses operating in Ohio and Ohio residents operating businesses  
3 throughout United States must buy business insurances. BWC-OH uses other business monopoly  
4 AT&T Inc. for buying its business telecom services from AT&T Inc. AT&T is a major telecom service  
5 provider nationwide and in State of Ohio and to BWC-OH. AT&T is a customer as well as client of  
6 BWC-OH and vice versa, in which AT&T provides telecom services to BWC-OH and buys business  
7 insurance from BWC-OH and vice versa. The BWC – OH and director Ms. Janet Mihalopoulos operate  
8 out of its head office and principal place of business located at 30 W Spring St., Columbus, OH  
9 43215.

10 21. Defendant Maximation LLC is a US corporation with its principle business place in  
11 Columbus, Ohio. Mr. Ronald Brown is the CEO and owner of Maximation LLC which is a “veteran  
12 owned” Information Technology Consulting firm Head Quartered at 2257A Westbrooke Dr, Building  
13 H, Columbus, Ohio 43228. Maximation LLC transacts its Information Technology Consulting business  
14 in this district of NJ and throughout the United States in traditional ways and through Internet.

15 22. Defendant VG Labs Inc is a US corporation with its principle place of business in  
16 Columbus, Ohio. Respondent Srinivas Guntuka is the owner of VG Labs Inc and a consulting engineer  
17 working at BWC-OH under Ms. Janet Mihalopoulos of BWC-OH. VG Labs Inc is an IT consulting firm  
18 located at 470 Olde Worthington Rd, Suite 200, Westerville, OH 43082. VG Labs Inc transacts its  
19 business in this district of New Jersey and throughout the United States in traditional ways and  
20 through Internet.

21 23. Defendant, Mr. Sunder Govindrajan, is a team lead at BWC -OH and is responsible for  
22 making all technical decisions at BWC and for hiring consultants through Mr. Guntuka’s firm VG Labs  
23 Inc as a subordinate of Mr. Janet Mihalopoulos. Mr. Govindrajan also participates in deciding  
24 compensation determinations of new hires in participation with Ms. Janet Mihalopoulos. Mr. Sunder  
25 operates out of BWC-OH head office located at 30 W Spring St., Columbus, OH 43215 and through  
26 personal contacts with Mr. Srinivas Guntuka.

27 24. Defendant, Mr. Dallas, is a project manager and full time employee of BWC-OH  
28 responsible for determining BWC project budgets. Mr. Dallas, as a financial project manager, is also  
29 responsible for managing financial budgets for projects handled by teams working under Ms. Janet  
30 Mihalopolous. Budgetary matters handled by project manager Mr. Dallas include but are not limited  
31 to estimating costs of hiring full time or part time or temporary contractors for BWC-OH. Mr. Dallas  
32 operates out of BWC-OH head office located at 30 W Spring St., Columbus, OH 43215.

**STATEMENT OF FACTS AND CONDUCT OF DEFENDENTS**

25. Ms. Bhatt alleges further on behalf of herself that Plaintiff brings this civil action before this Honorable court pursuant to Fed. Rul. Civ. Proc. 19 (a) (1) (A) and (B), as required and mandated by law, which includes all members of both parties to this suit. Plaintiff further alleges on behalf of herself that, additional Fed. Rules of Civil Procedures 9(b); 9(g) are applied as required by law. Plaintiff further alleges that, Fed. Civ. Proc. Rule 14 (a) (1) is also applied for defendants to bring in additional "invisible" and "visible" third parties of State of NJ and AT&T Inc., only known to Mr. Srinivas Guntuka, which could not be included directly in this complaint due to their "invisible" participations in violating Plaintiff's civil rights.

26. There are many questions of laws and facts common to all members of both parties to this suit, and these questions predominate over any questions affecting only individual members. Common questions of fact or law include, among others: (1) Whether the Plaintiff has rights to back wages, over time pay, sick leave, privacy over the Internet and in all of her personal affairs; (2) whether defendants unlawfully compelled the Plaintiff to convert 61.11 % of her wages to them by unlawful "joint employment" arrangement among "visible" and "invisible" parties to this suit and to direct and indirect employers of Plaintiff by compelling her to sign an unlawful agreement with VG Labs Inc; (3) whether defendants exerted an act of ownership and dominion over the personal property of the Plaintiff; (4) whether, by signing over the unlawful contract condition of "no communication with anyone outside of VG Labs Inc for wage and hours matters" to VG Labs Inc, Plaintiff conferred benefits to defendants; (5) whether defendants were aware of the benefits they received; (6) whether defendants have retained this benefit under circumstances that make it inequitable for defendants to retain the benefit without the payment of its value; (7) whether defendants had a systematic plan in participation with the ACJC-NJ to push the Plaintiff out of State of New Jersey by compelling her to move to State of Ohio and by compelling her to live in the worst class motel with massive smoking smell making her vulnerable to second hand smoking effects and at a place where doors of her room were knocked at midnight by strangers and where her room telephone rung at mid nights for multiple times without answers by calling party, for the purpose of controlling and intimidating the Plaintiff; (8) whether defendants had systematic plan in participation with ACJC-NJ and AT&T Inc., upon Plaintiff's filing of grievances with the ACJC-NJ for the purpose of framing Plaintiff by unlawfully intercepted online job search; (9) whether defendants had systematic plan in participation with the ACJC-NJ to protect AT&T's business interests by

1 exploiting and framing Plaintiff; (10) whether injunctive relief and other equitable remedies  
2 (including restitution) and compensatory and punitive damages are warranted in addition to  
3 punishment of some, upon honest investigation of this matter without any cover ups and corrupt  
4 influences; (11) whether defendants failed adequately to pay Plaintiff on time and within 10 working  
5 days upon her abrupt and unlawful termination without notice; (12) whether defendants willfully  
6 failed to provide Plaintiff with accurate statement of wages and hours with correct receipt numbers;  
7 (14) whether director Ms. Janet Mihalopolous hid behind false excuses of her "sudden vacation"  
8 from BWC-OH to avoid confrontation with the Plaintiff due to her advance knowledge and  
9 preplanning of Plaintiff's abrupt and unlawful termination in participation with defendants; (15)  
10 whether Maximation CEO and owner Ronald Brown hid behind false excuses of "sudden family  
11 emergency" to avoid confrontation with the Plaintiff due to his advance knowledge and preplanning  
12 of Plaintiff's abrupt and unlawful termination in participation with defendants and for willfully  
13 delaying Plaintiff's payments in addition to tempering with timesheet hours submitted by the  
14 Plaintiff; (16) whether the law entitles Plaintiff to restitution of all unjust enrichment defendants  
15 have enjoyed from defendant's alleged violations of the New Jersey's Labor and Worker's  
16 Compensation Code, Federal Contract Clause and the Constitution of the US; (17) whether VG Labs  
17 Inc owner Srinivas Guntuka willfully delayed Plaintiff's payments; (18) whether VG Labs Inc paid  
18 bribes from Plaintiff's wages to all defendants who are party to this suit; (19) whether the law  
19 entitles Plaintiff to equal pay without gender discrimination pursuant to relevant federal laws and  
20 New Jersey laws.

21 27. Joinder of all parties and its members is most appropriate to Fed. Rul. Civ. Proc. 19 (a)  
22 (1) (A) and (B) and Fed. Civ. Proc. Rule 14 (a) (1) because defendants have acted and/or refused to  
23 act on grounds generally applicable to Plaintiff, making appropriate declaratory and injunctive relief  
24 with respect to Plaintiff Ms. Bhatt. The law entitles the Plaintiff to injunctive relief, including  
25 restitution of the profits defendants have unlawfully acquired and retained through their illegal acts  
26 "visibly" and "invisibly".

27 28. Plaintiff has been severely damaged, exploited, insulted, defamed and abused by  
28 defendants and is entitled to recovery as a result of defendants' common, uniform and illegal  
29 policies and practices. Defendants have computerized payroll and personnel data that will make  
30 calculations of damages for Plaintiff relatively straightforward. Plaintiff has maintained good record  
31 keeping which will facilitate calculation of damages relatively easily.



29. Defendants who are members of party 2 above have employed hundreds of non-U.S. Citizens employees within BWC-OH who are employed through VG Labs Inc and who are from a specific ethnic background from India. Most of these non-U.S. Citizens are employed based on discriminatory employment practices, based on leaked interviews and fake resumes and, while on their "Optional Practical Training" status by Srinivas Guntuka and Sunder Govindrajan in participation with involved members of BWC-OH, all of whom are party to this suit. The precise number of such employees is easily ascertainable from records' of BWC-OH, records of VG Labs Inc as well as records of Maximation LLC.

**STATEMENT OF FACTS APPLICABLE TO ALL CLAIMS**

30. Plaintiff was involved in lengthy litigation with AT&T Inc. and State of New Jersey from 2009 to 2013. During that time Plaintiff came across many "visible" and "invisible" personnel who participated in violating Plaintiff's civil rights by breaking all laws. For most part, in spite of collective efforts of AT&T Inc. and many law enforcement members of State of New Jersey who cooperated and at times conspired against Plaintiff, Plaintiff partially won some of those litigations. To some extent, these litigations ruined perfectly clean records of Plaintiff as a victim of crimes of all others involved in litigations. For litigations, for which Plaintiff partially or fully won, it was later on discovered that all of those litigations involved breaches of multiple laws and violations of civil rights of Plaintiff by all involved. As a result, Plaintiff filed a set of grievances with the ACJC-NJ (Advisory Committee of Judicial Conduct) of State of NJ during 2014. Plaintiff's complaint with ACJC was dismissed on May 12, 2014 by Mr. John Tonelli. Due to "confidential" nature of the complaint, Plaintiff had not disclosed the matter with anyone. Plaintiff was hired for BWC-OH for one year contract opportunity on May 27, 2014. The timings of dismissal of ACJC complaint and BWC-OH contract opportunity are correlated.

31. Right after filing "grievances" complaint with ACJC-NJ and during May 2014, Plaintiff's online job search activities were intercepted by unlawful wiretapping and interception of online communication on the Internet by State of NJ which uses AT&T provided telecommunication network at its various law enforcement venues including many courts, prosecutor offices, police department network and 9-1-1 network. Based on unlawfully intercepted online communication Plaintiff was forced for a contract job opportunity at Bureau of Workers Compensation in State of Ohio (here in after referred to as the BWC -OH) under "joint employment arrangement" of BWC-OH, Maximation LLC and VG Labs Inc to join BWC-OH as Plaintiff's "co-employer". This contract job



1 opportunity was created by defendants who were and are afraid of civil rights suit by Plaintiff and by  
2 those who have committed crimes and participated in violations of Plaintiff's civil rights.

3 32. The contract job opportunity required Plaintiff to sign an agreement with VG Labs Inc  
4 that outlined terms and conditions of her employment as a consultant of VG Labs Inc stationed at its  
5 client's premises BWC-OH in Columbus-OH. All employees of VG Labs Inc are non-citizens and all of  
6 these individuals work at various client premises of VG Labs Inc in the USA. Plaintiff's contract job  
7 opportunity at BWC-OH was created with malicious intent of knowingly and purposely involving the  
8 Plaintiff for a job for her exploitation in which she was being used to pay a substantial part of her  
9 wages for the work performed by her. The fraudulent arrangement of Plaintiff's employment was  
10 architected by multiple "invisible" and "visible" defendants of this suit without her knowledge.  
11 Fraudulent circumstances surrounding Plaintiff's hiring and abrupt firing at BWW-OH, were created  
12 by defendants of this suit for exploiting Plaintiff.

13 33. The agreement states that Plaintiff will be assigned work at VG Labs Inc' client premises  
14 on a temporary basis for the contract duration starting on 05/27/2014 and ending on 06/30/2015,  
15 with possibilities of further extension/s of project work assignment.

16 34. The agreement states that the Plaintiff will be compensated at an hourly rate of  
17 US\$42/hour without any benefits.

18 35. The agreement states that Plaintiff's hourly compensation will be subject to applicable  
19 taxes and withholdings. The States of Ohio had three taxes, State tax, federal tax and city tax.

20 36. The agreement states that Plaintiff will be paid Bi-weekly for her services at BWC-OH.

21 37. The agreement states that Plaintiff's services will be assigned to VG Labs Inc client site  
22 located at 30 W. Spring St, Columbus, OH 43228.

23 38. The agreement states that over time hours will be paid as "straight hours". However,  
24 the agreement does not state that overtime will be required.

25 39. The agreement does \*\*\*NOT\*\*\* state that Plaintiff's bathroom and lunch break  
26 minutes will be deducted for counting duration of her work for wages on BWC-OH premises.

27 40. The agreement states that payment to Plaintiff will only be made for hours approved by  
28 client BWC-OH.

29 41. The agreement states unfair conditions of termination which requires Plaintiff to give 2  
30 weeks' notice in the event Plaintiff terminates the contract and requires Plaintiff to pay penalty  
31 amounts to VG Labs Inc in case of insufficient notice duration of less than two weeks.

42. The agreement states unfair conditions of termination by VG Labs Inc without assigning any reason and any notice period.

43. The agreement states that, "any communication regarding employment terms and conditions should not be discussed with the client".

44. Plaintiff was employed by defendants of party 2 since May 27, 2014 upon moving from New Jersey to State of Ohio for this contract work opportunity.

45. Plaintiff was abruptly terminated by party 2 on July 30, 2014 in breach of contract without any notice and without any reasons of termination. **Exhibit B shows termination email.**

46. VG Labs Inc is the information technologies outsourcing/consulting arm of BWC-OH and Maximation LLC. Maximation LLC, VG Labs Inc and Bureau of Workers Compensation have branch offices and/or continuous business transactions and contacts throughout the United States, including but not limited to, Virginia, Delaware, North Carolina, Ohio, New York, New Jersey, Texas, and Washington.

47. On information and belief, Plaintiff alleges that VG Labs Inc employ all workers as consultants that work on-site with other US businesses such as Maximation LLC and BWC-OH.

48. On information and belief, Plaintiff alleges that BWC-OH employs most workers as consultants supplied directly by Maximation LLC and indirectly by VG Labs Inc and on recommendations of Mr. Sunder Govindrajan and Mr. Dallas under Ms. Janet Mihalopolous' business unit within BWC.

49. Each week that Plaintiff worked for defendants at BWC-OH, she was required to fill up a timesheet for the number of hours worked by her excluding durations of bathroom breaks, coffee and/or Tea breaks and lunch break taken by her, if any. Plaintiff was required to email and fax approved time sheets approved by Ms. Janet Mihalopolous to both, Maximation LLC and VG Labs Inc.

50. Each hour that Plaintiff worked for defendants at BWC-OH, the BWC-OH sent to Maximation LLC weekly checks made out at the hourly wage rate of \$108/hour for total hours worked by Plaintiff for that week. From that amounts, Maximation LLC paid "unknown amounts" to "visible" and "invisible" defendants, including VG Labs Inc. After everyone except the Plaintiff was paid, VG Labs Inc made more than 7 weeks late delayed payments to Plaintiff at \$42/hour after withholding "required taxes" from her wages. Accordingly, 61.11% of Plaintiff's wages was distributed to "invisible" and "visible" defendants and without her knowledge which was out of IT consulting business norms.

1           51.       On information and belief, Plaintiff alleges that Plaintiff was paid \$10 less than  
2 similarly employed male consultant of VG Labs Inc for doing the same job who was hired on the  
3 same day as Plaintiff's joining date. On information and belief, Plaintiff further alleges that the other  
4 male worker was employed during his "Optional Practical Training" duration and based on a fake  
5 resume prepared by VG Labs Inc showing his fake experiences. Plaintiff further alleges, on  
6 information and belief that, the other male candidate was hired based on a leaked set of 20  
7 interview questions and answers prepared and distributed by VG Labs Inc, Ms. Janet Mihalopolous,  
8 Mr. Dallas and Mr. Sunder Govindrajan all of whom were given "invisible" payment "cuts" from  
9 hourly wages of all workers they hired based on fraudulent scheme of side income which is why the  
10 agreement with VG Labs Inc specifically barred consultants from "communicating any matters  
11 related to agreement terms and conditions with BWC-OH" to facilitate end-to-end cover up of unfair  
12 and unlawful hiring practices.

13           52.       On information and belief, Plaintiff alleges that, other male candidate who was hired for  
14 unfairly competing with Plaintiff was paid \$10/hour more compared to Plaintiff based on a training  
15 he had completed for a few weeks on line, during his "Optional Practical Training" duration upon  
16 completion of his education out of college. Such trainings are given from overseas by people from  
17 specific ethnic background and specific geography in Southern part of India which also belongs to  
18 Mr. Sunder Govindrajan and Mr. Guntuka. On information and belief, Plaintiff further alleges that,  
19 within IT industry, current trend is to use OPT students by giving them unaccredited and no quality  
20 trainings by consulting firms and to prepare fake resumes of OPT candidates to place them at  
21 various client premises for billing highest possible hourly rates, as was done to male counterpart  
22 who was being paid \$118/hour based on his fake resume and without genuine experiences. On  
23 information and belief, Plaintiff further alleges that about 90% of such Opt candidates then replace  
24 US workers as there is tax incentive to OPT students and their employers due to "Tax Exempt  
25 Status" of OPT students.

26           53.       On information and belief, Plaintiff alleges that, the male counterpart who was being  
27 given utmost attention by Ms. Janet Mihalopolous and who was placed to unfairly compete with  
28 Plaintiff, was hired after trainings at one of such OPT candidate driven consulting firms advertised  
29 on [www.sulekha.com](http://www.sulekha.com) which runs explicit advertisements for trainings to OPT students and  
30 advertisements of promises of jobs to OPT students at all types of businesses upon completion of  
31 such "trainings".

54. On information and belief, Plaintiff alleges that, currently to deter such practices of unfair competitions and fraudulent business practices using OPT students, federal initiative of either reducing or eliminating OPT durations or using mandatory "Training Plan" submissions to the DHS is underway by multiple federal agencies such as the DHS and the US DOJ. Plaintiff further alleges on information and belief that, complete elimination of OPT or OPT extension durations is likely by May 10, 2016 based on the court order issued by Hon. Judge Ellen Huvelle on February 12, 2016.

55. On information and belief, Plaintiff further alleges that, many consulting firms and end clients such as BWC-OH, Maximation LLC and VG Labs Inc, architect a very easy scheme of getting any one hired for unnecessary job requirements created by clients by giving under the table "cuts" to all members involved in interviewing, recommending and hiring consultants from specific consulting firms which are known as "preferred vendors" of end clients and have bribery driven "smooth business relations" among them. On information and belief, Plaintiff further alleges that, any consultant who detects such practices is collectively fired by all "co-employers" based on end-to-end lies propagated by "co-employers".

56. On information and belief, Plaintiff alleges that defendants have retained that proceeds of bribes from Plaintiff's wages by deducting \$66/hour for 8+ weeks of her work at BWC-OH prior to her abrupt and unlawful termination from BWC-OH on July 30, 2014 without notice to her. Defendants have not repaid these funds to Plaintiff as Plaintiff had not signed over those amounts to "visible" and "invisible" defendants.

57. On information and belief, Plaintiff alleges that defendants have taken the proceeds from Plaintiff's wages and diverted them towards their employer taxes by altering employer tax withholding formulas in their pay rolls. Defendants have not paid that money to Plaintiff.

58. On information and belief, Plaintiff alleges that defendants have received as much as \$26375.25 for total hours Plaintiff worked at BWC-OH prior to her unlawful termination. Defendants have not paid that money to Plaintiff. Plaintiff further alleges that she lost possible wages in the amount of \$224640 due to her abrupt unlawful termination from BWC-OH.

59. Plaintiff estimates that defendants and "co-employers" have retained nearly \$1500 in federal, state and city taxes cut from Plaintiff's wages by altering payroll tax calculation formulas by fractions and diverted those amounts towards employer taxes.

60. On information and belief, Plaintiff alleges further that, Plaintiff was asked to work for at least 50 hours a week by her supervisor Ms. Janet Mihalopolous to facilitate more "cuts" and



1 “bribes” to all involved defendants. Plaintiff further alleges that Plaintiff has not been provided with  
2 accurate wage statement because the statement did not account for the part of wages Plaintiff  
3 required to pay to defendants for “buying her job” at “BWC-OH”. By failing to provide accurate wage  
4 statement, defendants and “co-employers” of Plaintiff willfully refused to provide Plaintiff with  
5 accurate wage statements.

6 61. On information and belief, Plaintiff alleges further that, Plaintiff’s supervisor Ms. Janet  
7 Mihalopolous had almost forced her to go to work at BWC-OH in spite of Plaintiff being sick because,  
8 Plaintiff’s absence from work translated in less number of billable hours on Plaintiff’s name and less  
9 number of “cuts” to all defendants from Plaintiff’s wages.

10 62. On information and belief, Plaintiff alleges further that, Plaintiff’s less than 20 minute  
11 long tea breaks and lunch break as well as bathroom breaks were deducted from her billable work  
12 duration. On information and belief, Plaintiff further alleges that BWC-OH unlawfully retained all  
13 belongings of Plaintiff upon her termination and did not return it to her which included, Lipton Tea  
14 bags and additional personal belongings. On information and belief, Plaintiff further alleges that,  
15 many bathroom and coffee breaks were taken by her competitor and male counterpart who was  
16 using those breaks to text to his consulting firms and senior consultants to assist him performing his  
17 daily job activities by asking specific SQL Queries to complete task assignment as he lacked genuine  
18 work experiences.

19 63. On information and belief, Plaintiff further alleges that defendants and co-employers of  
20 Plaintiff, knowingly and purposely altered timesheets submitted by Plaintiff for delaying her  
21 payments and possibly for getting away with any payments if Plaintiff allowed.

22 64. On information and belief, Plaintiff further alleges that, owner of VG Labs Inc, Mr.  
23 Srinivas Guntuka, himself worked as a consultant of BWC-OH and as part of the same team which  
24 further facilitated leaking of interviews and facilitated hiring consultants of his own firm using his  
25 connections at BWC-OH. On information and belief, Plaintiff alleges further that, BWC-OH was  
26 aware of this fact and yet allowed business of Mr. Guntuka by allowing him to run his consulting  
27 business within BWC’s insurance business and by bypassing all ethical and moral as well as business  
28 standards pertaining to issues of “Conflicts of Interests”.

29 65. On information and belief, Plaintiff further alleges that defendants pre-planned abrupt  
30 and unlawful termination of Plaintiff and further alleges that, both, Maximation LLC CEO Ronald  
31 Brown and BWC-OH director Ms. Janet Mihalopolous hid behind false excuses of “family

1 emergency" and "sudden vacation" respectively, and remained absent and unavailable on line, to  
2 avoid confronting Plaintiff on the day of her preplanned unlawful termination by all of them.

3 66. On information and belief, Plaintiff further alleges that all consulting workers employed  
4 at BWC-OH are hired and retained by similar unfair and unlawful business practices in which all  
5 consultants are required to sign over substantial parts of their wages on an "agreement" to bribe all  
6 personnel involved in hiring any consultant, with or without genuine resumes and genuine  
7 experiences of consultants and, without knowledge of exact amounts being signed over to their "co-  
8 employers". On information and belief, Plaintiff further alleges that, as soon as a consulting worker  
9 finds out any illegal practices of all involved, s/he is abruptly terminated. On information and belief,  
10 Plaintiff further alleges that for such "temporary work opportunities", workers are asked to make  
11 cross country and out of state moves, at their expenses and inconveniences for unjustly enriching all  
12 involved in hiring and "approving employment" of workers as it also occurred to Plaintiff.

13 67. On information and belief, Plaintiff further alleges that due to interferences of State of  
14 NJ and AT&T to as far as BWC-OH, upon Plaintiff's unlawful termination she was not provided with  
15 unemployment benefits in State of Ohio. Plaintiff had to return back to New Jersey upon her  
16 termination and had lost her New Jersey accommodation as a result of her move to Ohio for BWC-  
17 OH work assignment. Plaintiff further alleges that she was not provided with unemployment  
18 benefits at State of NJ upon her return due to interferences of defendants.

19 68. On information and belief, Plaintiff alleges further that defendants and "co-employers"  
20 of Plaintiff have failed to comply with the terms of their "joint employment arrangement"  
21 agreement by failing to pay Plaintiff in full on time and without delay, by failing to pay over time, by  
22 failing to retain Plaintiff for the duration of contract term at reasonable wages for which she was  
23 forced to move from New Jersey to Ohio.

24 69. On information and belief, Plaintiff further alleges that this matter is much similar to the  
25 matters of ***Vedachalam vs Tata America International Corporation et al, U.S. District Court,***  
26 ***Northern District of California (Oakland), No. 06-963***, where such unlawful employment practices  
27 driven by "agreements" was punished by the Court.

28 70. On information and belief, Plaintiff further alleges that roots of this contract job  
29 opportunity are in State of New Jersey where Plaintiff's online job search activities were intercepted  
30 in violations of U.S.C. §§2511, §§2512, §§2520, §§2521 and §§2520 resulting into violations of  
31 Plaintiff's privacy rights. Plaintiff further alleges that, Plaintiff had experienced similar interceptions  
32 by law enforcement of State of New Jersey and AT&T Inc., during her earlier litigations against both.

1 Plaintiff further alleges that, for most part, most law enforcement venues within State of New Jersey  
2 had protected AT&T interests as opposed to Plaintiff's interests.

3 71. On information and belief, Plaintiff further alleges that BWC-OH uses AT&T Inc. provided  
4 telecom network for all business purposes including but not limited to emailing, faxing and for the  
5 Internet. Plaintiff further alleges that, based on the fact that BWC-OH and AT&T are each other's  
6 clients as well as customers and based on the legal complexities involved in "joint employment  
7 arrangement", this BWC-OH work opportunity was created jointly by State of NJ and AT&T Inc.  
8 which also uses AT&T provided telecom network at unemployment offices, State of NJ courts and  
9 State prosecutor offices. On information and belief, Plaintiff further alleges that there may be many  
10 more "invisible" members involved in this controversy behind the scene in addition to AT&T, all of  
11 whom can be brought in on as needed basis and upon further investigations.

12 72. On information and belief, Plaintiff further alleges that AT&T Inc. had first initiated and  
13 continued abuses of Plaintiff by using job opportunities as a means to control, abuse, intimidate and  
14 destroy Plaintiff on multiple occasions using many "visible" and "invisible" members within and  
15 outside of AT&T and within law enforcement of State of NJ. Plaintiff further alleges that, such  
16 conducts of defendants may be qualified as a conduct of Racketeering and Corrupt organizations  
17 pursuant to Section 901(a) of RICO act codified under 18 U.S.C. § 1961-1968.

18 73. On information and belief, Plaintiff alleges that defendants violated Plaintiff's civil rights  
19 in violations of 42 U.S.C. § 1983, the Fourth, Thirteenth and Fourteenth amendments of the  
20 Constitution of the US and under Title VI of Civil Rights Act of 1964. Plaintiff further alleges that  
21 defendants also violated Plaintiff's contract rights in violations of 42 U.S.C. § 1985 (3) in addition to  
22 discriminating her on multiple basis. Plaintiff further alleges that these conduct of defendants  
23 formed an act of forced slavery of Plaintiff. Forced Slavery is in violation of Sec.1 of the thirteenth  
24 amendment of the US Constitution.

25 **FIRST CLAIM FOR RELIEF: CONSPIRACY TO INTERFERE WITH PLAINTIFF'S CIVIL RIGHTS**

26 **CLAIM AGAINST ALL DEFENDANTS UNDER THE FOURTEENTH AMENDMENT OF THE US CONSTITUTION**

27 **AND UNDER 42 U.S.C. § 1983, 42 U.S.C. § 1985 (3), Title VI of Civil Rights Act of 1964 (42 U.S.C.**

28 **2000d), 15 U.S.C. § 1 -2, 15 U.S.C. § 13(f)**

29 74. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
30 paragraphs of this complaint.

31 75. Plaintiff brings this action on behalf of herself against all defendants to this suit.

76. Defendants architected a scheme of Plaintiff's exploitation thorough "joint employment" arrangement benefitting all of them by diverting substantial part of Plaintiff's wages to their gains. Many "visible" and "invisible" defendants were "bribed" from wages of Plaintiff without her knowledge. Defendants knowing and purposely induced discriminatory compensation price for Plaintiff's wages for compensating Plaintiff for conspired contract in violation of 15 U.S.C. § 13 (f).

77. All defendants participated in a conspiracy of exploiting and abusing Plaintiff by forcing her to work for a contract at BWC-OH. Defendants are therefore, liable for conspiracy to interfere with Plaintiff's civil rights pursuant to 42 U.S.C. § 1983 and 42 U.S.C. § 1985 (3). Defendants are criminally prosecutable for criminal money laundering conspiracy of making Plaintiff move, almost by force, from New Jersey to Ohio for their selfish and unlawful agendas and for an attempt to coerce Plaintiff in their illegal trade practices resulting in additional violations of 15 U.S.C. § 1 and §2. Plaintiff's unemployment benefits were also denied due to adverse interferences of defendants. Plaintiff's appeal for benefits was denied without hearing, in spite of multiple appeals at State of Ohio due to interferences of defendants in violations of Title VI of Civil Rights Act of 1964, 42 U.S.C. 2000d et. Seq. and violations of substantial due processes guaranteed by the 14th Amendment of the US Constitution.

78. By requiring Plaintiff to move out of New Jersey to Ohio at her expenses and at her hardships for one year contract, defendants intentionally taken dominion and control over Plaintiff. Defendants purposely and knowingly attempted to get Plaintiff out of State of New Jersey to use her as their slaves to enrich them and for the purpose of avoiding civil litigations by her against them for their prior illegal acts and deeds done by them to Plaintiff in New Jersey. Plaintiff not only lost her New Jersey accommodation, she also had to live in a worst class motel with second hand smoking side effects for more than two months in State of Ohio during few weeks of contract work where doors of her motel room were knocked at midnight. Plaintiff was also intimidated by midnight prank calls.

79. Defendants' actions seriously interfered with Plaintiff's rights to contract and rights to contract without any interference by anyone. Defendants' conduct also severe hardship and inflicted emotional distress.

80. Plaintiff therefore seeks injunctive relief of restraints against defendants pursuant to 15 USC § 4 by investigating all "visible" and "invisible" conspirators pertaining to 15 USC§ 5.

81. Plaintiff also requests relief as provided in the Prayer for Relief below.



**SECOND CLAIM FOR RELIEF: WIRETAPPING AND UNLAWFUL INTERCEPTIONS****CLAIM AGAINST ALL DEFENDANTS: UNDER FOURTH AND FOURTEENTH AMENDMENTS AND  
UNDER 42 U.S.C. § 1983, VIOLATIONS OF 18 U.S.C. 2511- 2512**

82. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

83. Plaintiff brings this action on behalf of herself against all defendants to this suit.

84. Defendants unlawfully wiretapped and intercepted Plaintiff's online job search efforts on the Internet in participation with "invisible" personnel acting in concert with defendants. Defendants also hacked her laptop and her TD Bank account while she was in Ohio.

85. Defendants' actions are in violations of 18 U.S.C. § 2511 and 18 U.S.C. § 2512.

86. Plaintiff had to rush to NJ by more than 10 hours long overnight bus journey each way, from Ohio to New Jersey and back to Ohio to visit TD Bank branch for her bank account inquiry.

87. Defendants' actions put Plaintiff in a tough situation of having no money for 3 weeks in an unknown place in Ohio until bank reimbursed her money. TD Bank also discovered that the bank account was hacked within the US. Later on Plaintiff's personal laptop was seriously hacked and destroyed by a very sophisticated attack from law enforcement of NJ in participation with "visible" and "invisible" defendants. Within 6 weeks of joining the contract, Plaintiff suffered additional inconveniences and losses due to these events in which she also ended up losing what she originally had instead of earning.

88. Plaintiff therefore requests, investigation against all involved defendants by this Honorable court to investigate if any defendant had authorized unlawful wiretapping and interception of Plaintiff's on line digital communication by any means using any court of State of New Jersey without Plaintiff's knowledge based on similar unlawful tactics exercised by defendants against the Plaintiff in past.

89. Defendants' conduct as alleged above is in violations of 42 U.S.C. § 1983 because defendants violated Plaintiff's online privacy in violations of 18 U.S.C. § 2511 and 18 U.S.C. § 2512.

90. Plaintiff therefore seeks punitive and declaratory damages pursuant to 18 U.S.C. § 2520 and also seeks injunctive relief pursuant to 18 U.S.C. § 2521.

**THIRD CLAIM FOR RELIEF: CONVERSION****CLAIM AGAINST ALL DEFENDANTS: VIOLATIONS OF NJ. LABOR AND WORKER'S COMPENSATION****CODE § 8-65(L)**

91. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

92. Plaintiff brings this action on behalf of herself against all defendants to this suit.

93. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.

94. By requiring Plaintiff to sign over 61.11% her wages to "invisible" and "visible" defendants using unlawful agreement condition of "No communication with client for agreement terms and conditions" to facilitate their end to end cover up of forced bribery without Plaintiff's knowledge, defendants have intentionally taken dominion and control over Plaintiff.

95. Defendants' actions seriously interfered with Plaintiff's rights to control and use her wages and earnings.

96. Defendants' actions have caused Plaintiff significant financial injury. Defendants' alleged conversion of Plaintiff's wages as well as partial taxes has deprived Plaintiff of as much as thousands of dollars.

97. Defendants' conduct as alleged above constitutes conversion, as articulated by the laws of New Jersey, and, in the alternative, the laws of Ohio and the laws of the United States pertaining to the Supremacy Clause. See, Vedachalam vs Tata America International Corporation et al, U.S. District Court, Northern District of California (Oakland), No. 06-963. In that case, the court had applied laws of California as opposed to laws of New York, although New York was the principle place of business of one of the defending party and India was principle place of business for another defendant in that case. Furthermore, in that case, the district court had applied California labor laws although employers had required employees to "sign" an "agreement" for agreeing with employer preferred venue of Maryland as venue of employees' preference for any future litigation as part of "terms and conditions" imposed on employees by their employment "agreement". Based on totality of circumstances, in TCS vs Vedachalam, the California district court had applied labor laws of State of California. Accordingly, application of labor code of State of New Jersey is proper for this claim.

98. Defendants' conduct as alleged above is in further violations of New Jersey Labor and Worker's Compensation Code § 8-65(L).

99. Plaintiff requests relief as provided in the Prayer for Relief below.

**FOURTH CLAIM FOR RELIEF: BREACH OF CONTRACT**

**CLAIM AGAINST ALL DEFENDANTS**

1           100. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
2 paragraphs of this complaint.

3           101. Plaintiff brings this action on behalf of herself against all defendants to this suit.

4           102. The period of violations by defendants is from May 27, 2014 to the date of judgement in  
5 this action.

6           103. By failing to pay fair wages, by failing to pay wages on time and by failing to retain  
7 Plaintiff for said duration of contract from 05/27/2014 to 06/30/2015, defendants breached the  
8 contract.

9           104. Defendants' breach of contract terms and conditions of their contract entitles Plaintiff  
10 to restitution and recovery of all damages caused by defendants' nonperformance.

11           105. It is inequitable for defendants to retain 61.11% of her wages by deception.

12           106. Defendants' conduct as alleged above establishes a claim of breach of contract, as  
13 articulated by the restatement of contracts, the laws of New Jersey and as articulated in paragraph  
14 no. 101 above.

15           107. Plaintiff requests relief as provided in the Prayer for Relief below.

16                           **FIFTH CLAIM FOR RELIEF: UNJUST ENRICHMENT**

17                                   **CLAIM AGAINST ALL DEFENDANTS**

18           108. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
19 paragraphs of this complaint.

20           109. Plaintiff brings this action on behalf of herself against all defendants to this suit.

21           110. The period of violations by defendants is from May 27, 2014 to the date of judgement in  
22 this action.

23           111. By unlawfully converting 61.11% of Plaintiff's wages to "invisible" and "visible"  
24 defendants using unlawful and unfair business practices, Plaintiff, conferred substantial benefits  
25 upon defendants each work hour, each week and each pay cycle, worth as much as thousands of  
26 dollars.

27           112. By requiring Plaintiff to sign agreement with proposed substantially lower and  
28 exploitative wages over to defendants, defendants knew of and fully appreciated the benefit they  
29 were receiving.

30           113. By breaching the contract with Plaintiff in a way that allowed defendants to retain  
31 substantial part of Plaintiff's wages that rightfully belonged her, Plaintiff has conferred substantial  
32 benefit to the defendants.

114. It is inequitable for defendants to retain Plaintiff's wages which belonged to Plaintiff.

115. Defendants conduct as alleged above establishes a claim for unjust enrichment, as articulated by the laws of New Jersey and laws of United States.

116. Plaintiff requests relief as provided in the Prayer for Relief below.

**SIXTH CLAIM FOR RELIEF: UNPAID OVERTIME**

**CLAIM AGAINST ALL DEFENDANTS: VIOLATION OF NJ. WAGE AND HOUR CODE § 11-56a4**

117. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

118. Plaintiff brings this action on behalf of herself against all defendants to this suit.

119. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.

120. Plaintiff was asked to put as many hours as she can for working overtime. Plaintiff was not paid for overtime wages for durations of overtime work she performed.

121. Pursuant to New Jersey Wage and Hour Law Code § 11-56a4, "Any employer is required to pay 1.5 times employee's regular hourly wages for each hour of working time in excess of 40 hours in any week,..."

122. Defendants' conduct as alleged above constitutes a violation of New Jersey Labor Code § 11-56a4, because defendants required Plaintiff to "work as many hours as possible" but, did not pay over time for Plaintiff's work hours in excess of 40 hours in a week.

123. It is inequitable for defendants to retain Plaintiff's overtime wages which belongs to Plaintiff.

124. Plaintiff requests relief as provided in the Prayer for Relief below.

**SEVENTH CLAIM FOR RELIEF: CLAIM AGAINST ALL DEFENDANTS**

**VIOLATION OF NEW JERSEY LABOR AND WORKER'S COMPENSATION CODE §§ 8-52 (N),**

**8- 64 (d) (i) and (ii), 8- 64 (d) (2) (b) & (d) AND, 11-4.14 (a)**

125. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

126. Plaintiff brings this action on behalf of herself against all defendants to this suit.

127. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.



1           128. Pursuant to New Jersey Labor Code § 8- 52(N), "It shall be unlawful for any employer to  
2 demand, charge, collect or receive a fee from an employee unless in accordance with the terms of a  
3 written contract or agreement with a job seeker."

4           129. Defendants' conduct is in violations of New Jersey Labor and Worker's Compensation  
5 Code of § 8-52 (N) because they took away \$66/hour from Plaintiff's wages without any such written  
6 contract or agreement with the Plaintiff.

7           130. Pursuant to New Jersey Labor Code § 8- 64 (d), "It shall be in violations of any consulting  
8 firm or its agents to (i) Make, or cause to be made, publish or cause to be published, any false,  
9 misleading, or deceptive advertisement or representation concerning the services or products that  
10 the firm provides to job seekers; (ii) Disseminate information to a job seeker knowingly or recklessly  
11 disregarding information that the job has been described or advertised by or on behalf of the firm in  
12 a false, misleading, or deceptive manner and, that the registrant has not obtained written or oral  
13 permission to list the job from the employer or an authorized agent of the employer".

14           131. Defendants' conduct is in violations of New Jersey Labor and Worker's Compensation  
15 Code § 8- 64 (d) (1) because, defendants published deceptive advertisement by intercepting  
16 Plaintiff's online job search activities. Defendant's conduct is in further violations of New Jersey  
17 Labor and Worker's Compensation Code § 8- 64 (d) (2) (b) as was described in deceptive manners.  
18 Defendants' conduct is in further violations of New Jersey Labor and Worker's Compensation Code §  
19 8- 64 (d) (2) (d) because unlawful contract term and condition no. 9 (ii) specifically prohibited  
20 Plaintiff from communicating with the BWC-OH and Maximation LLC regarding employment terms  
21 and conditions as if all involved defendants wanted to operate a "cover up" of illegal employment  
22 practices which continued even after Plaintiff reported to the BWC-OH and Maximation LLC, upon  
23 which Plaintiff was the only one to let go while all others continued to be employed by BWC-OH.

24           132. Pursuant to New Jersey Labor and Worker's Compensation Code § 34:11-4.14 (a) , "It  
25 shall be unlawful for any person to purchase or have assigned to him, other than by order of court,  
26 any salary, or any part thereof, due or to become due to any employee and any purchase or  
27 assignment, whenever executed, shall be void. It shall also be unlawful for any person to withhold or  
28 to pay to any other person on the basis of any assignment or purchase prohibited by this section any  
29 salary, wages, commissions, pay or other compensation due to employee."

30           133. Defendants' violated New Jersey Labor and Worker's Compensation Code § 34:11-4.14  
31 (a) because, defendants hired Plaintiff by deceptive employment practices without her knowledge

1 and after taking away \$66/hour from Plaintiff's wages, used that amount to give bribes to one  
2 another and to additional "invisible" agents acting behind the scene and in concert with defendants.

3 134. Defendant's conduct as alleged above constitutes a violations of New Jersey Labor and  
4 Worker's Compensation Code section §§ 8- 52(N), 8- 64 (d) (i) and (ii), 8- 64 (d) (2) (b), 8- 64 (d) (2)  
5 (d) and, 34:11-4.14 (a) because defendants' architected a scheme of framing and using Plaintiff by  
6 forcing her to get into an illegal contract with an employee of an end client, and client's preferred  
7 vendor as co-employers. By making Plaintiff to sign over substantial part of her wages and fraction  
8 of taxes, defendants required Plaintiff to return to defendants, substantial part of wages paid by  
9 defendants to her which they distributed among themselves and additional "invisible" agents.

10 135. Defendants' improper, unfair and unlawful business practices and acts alleged herein  
11 constitute a continuing threat to Plaintiff and members of the public in that, unless restrained,  
12 Defendants may continue to violate New Jersey Labor and Worker's Compensation Laws. Pursuant  
13 to N.J.S.A. 34:11-10, Plaintiff, on behalf of herself, and the general public, seeks a permanent  
14 injunction requiring defendants to cease their unlawful and unfair practices and acts.

15 136. As a direct and proximate result of the aforementioned practices and acts, Defendants  
16 have been unjustly enriched, and Plaintiff, and the general public are entitled to restitution in an  
17 amount to be determined at trial.

18 137. Plaintiff requests relief as provided in the Prayer for Relief below.

19 **EIGHTH CLAIM FOR RELIEF DELAYED WAGES: CLAIM AGAINST ALL DEFENDANTS**

20 **VIOALTIONS OF NJ LABOR AND WORKER'S COMPENSATION CODE §§ 11-4.2 – 4.3 and 11-4.7**

21 138. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
22 paragraphs of this complaint.

23 139. Plaintiff brings this action on behalf of herself against all defendants to this suit.

24 140. The period of violations by defendants is from May 27, 2014 to the date of judgement in  
25 this action.

26 141. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.2, "Except as otherwise  
27 provided by law, every employer shall pay the full amount of wages due to his employees at least  
28 twice during each calendar month, on regular paydays designated in advance by the employer, in  
29 lawful money of the United States or with checks on banks where suitable arrangements are made  
30 for the cashing of such checks by employees without difficulty and for the full amount for which  
31 they are drawn. If a regular payday falls on a nonwork day, that is, a day on which the workplace of  
32 an employee is not open for business, payment shall be made on the immediately preceding work

1 day, except where it is otherwise provided for in a collective bargaining agreement. The end of the  
2 pay period for which payment is made on a regular payday shall be not more than 10 working days  
3 before such regular payday, provided that if the regular payday falls on a nonwork day payment  
4 shall be made on the preceding work day."

5 142. Defendants violated NJ Labor and Worker's Compensation Code § 11-4.2 because  
6 Plaintiff was not paid for more than 7 weeks for her work. Defendants knowingly and purposely did  
7 not pay Plaintiff in spite of her repeated requests for payment in the hope of taking away full wages  
8 of Plaintiff and continued to intentionally ignore payment requests by Plaintiff during her motel stay  
9 in Ohio.

10 143. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.2a," An employer may,  
11 with the consent of, some or all his employees, arrange with a financial institution or financial  
12 institutions to pay the wages of each employee so consenting by causing the amount of such  
13 employee's wages to be deposited in an account maintained in any such financial institution in the  
14 name of such employee, subject to withdrawal and other disposition by such employee to the same  
15 extent and in the same manner as if such deposit were made directly by such employee. Any such  
16 employee may, on timely notice to the employer, elect not to have his wages deposited as provided  
17 herein, and to be paid such wages directly in the manner otherwise provided by law. "

18 144. Defendants violated NJ Labor and Compensation Code § 11-4.2A by arranging hacking of  
19 Plaintiff's TD Bank Account she had consented to have her wages directly deposited into.  
20 Defendants hacked and took away all money of Plaintiff from her TD Bank account after the one and  
21 only deposit made for her wages which was used as a technique of hacking Plaintiff's TD Bank  
22 account afterwards.

23 145. Pursuant to NJ Labor and Compensation Code § 11-4.7, "It shall be unlawful for any  
24 employer to enter into or make any agreement with any employee for the payment of wages of an  
25 such agreement with any employee for the payment of wages of any such employee otherwise than  
26 as provided in this act, except to pay wages at a shorted intervals than as herein provided, or to pay  
27 wages in advance. Every agreement made in violation of this section shall be deemed to be null and  
28 void, and the penalties in this act provided may be enforced notwithstanding such agreement; and  
29 each and every employee with whom any agreement in violation of this section shall be made by  
30 any such employer, or the agent or agents thereof, shall have a right of civil action against any such  
31 employer for the full amount of his wages in any court of competent jurisdiction in this State."

1           146. Defendants' violated NJ Labor and Compensation Code § 11-4.7 by withholding  
2 Plaintiff's wages for more than three weeks while she continued to wait for her payment in Ohio.  
3 Defendants conduct entitles Plaintiff for a civil action of recovery of full wages and entitles lawful  
4 injunctions for penalties to her co-employers.

5           147. Pursuant to NJ Labor and Compensation Code § 34:11-4.3, "Whenever an employer  
6 discharges an employee, or when the work of an employee is suspended as a result of a labor  
7 dispute, or when an employee for any reason whatsoever is laid off, or whenever an employee  
8 quits, resigns, or leaves employment for any reason, the employer shall pay the employee al wages  
9 due not later than the regular payday for the pay period during which the employee's termination,  
10 suspension or cessation of employment (whether temporary or permanent) took place, ...or in the  
11 case of employees compensated in part of in full by an incentive system, a reasonable  
12 approximation of all wages due, until the exact amounts due can be computed."

13           148. Defendants violated NJ Labor and Worker's Compensation Code § 34:11-4.3 by not  
14 paying Plaintiff for more than 3 weeks and until after suddenly vacationing BWC-OH director  
15 returned from her surprising and sudden vacation which started on the day of Plaintiff' abrupt  
16 unlawful termination without notice. Defendant co-employers knew and had preplanned abrupt  
17 termination of Plaintiff and were hoping to take away all wages of Plaintiff if Plaintiff went back to  
18 New Jersey from Ohio during BWC-OH director's vacation. Defendant Maximation LLC had also  
19 disappeared without pay citing personal reasons.

20           149. Defendants' wanton and willful conduct as alleged above has damaged Plaintiff by  
21 wrongfully failing to pay her all wages due upon termination of employment within required pay  
22 duration by law. Such conduct was substantially injurious to Plaintiff as she had to continue to stay  
23 at the motel in Ohio waiting suddenly disappeared and vacationing BWC-OH director and  
24 Maximation LLC CEO during which Plaintiff accumulated substantial lodging and boarding expenses  
25 in addition to pain and suffering due to uncertainties.

26           150. Under the circumstance alleged herein, it would be inequitable and result in a  
27 miscarriage of justice for defendants to continue to retain property of Plaintiff and if defendants are  
28 unpunished and are allowed to continue such unlawful practices of damaging Plaintiff and members  
29 of public, entitling Plaintiff to restitution of the unfair benefits obtained and disgorgement of  
30 Defendants' ill-gotten gains.

31           151. As a result of Defendants' unlawful business acts or practices, defendants have reaped  
32 and continue to reap unfair benefits and illegal profits at the expense of Plaintiff.



152. Defendants' improper, unfair and unlawful business practices and acts alleged herein constitute a continuing threat to Plaintiff, and members of the public in that, unless restrained, defendants may continue to violate New Jersey Labor and Worker's Compensation Laws. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.10, Plaintiff on behalf of herself, and the general public, seeks a permanent injunction requiring defendants to cease their unlawful and unfair business practices and acts.

153. As a direct and proximate result of the aforementioned practices and acts, defendants have been unjustly enriched, and Plaintiff, and the general public are entitled to restitution in an amount to be determined at trial.

154. Plaintiff requests relief as provided in the Prayer for Relief below.

**NINETH CLAIM FOR RELIEF - WAGE STATEMENT: CLAIM AGAINST ALL DEFENDANTS**

**VIOLATIONS OF NJ LABOR AND WORKER'S COMPENSATION CODE § 11-4.4, § 11-4.6 (c) & (e),**

**And § 11-56a20**

155. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

156. Plaintiff brings this action on behalf of herself against all defendants to this suit.

157. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.

158. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.4, "No employer may withhold or divert any portion of an employee's wages unless .... Contributions authorized either in writing by employees .....".

159. Defendants violated NJ Labor and Worker's Compensation Code § 11-4.4 by diverting 61.11% of Plaintiff's wages without Plaintiff's knowledge. Plaintiff had not authorized such conversion to all of her co-employer and their "visible" and "invisible" agents.

160. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.6 (c), "Every employer shall furnish each employee with a statement of deductions made from his wages in accordance with section of NJ Labor and Worker's Compensation Code for each pay period such deductions are made."

161. Defendants violated NJ Labor and Worker's Compensation Code § 11-4.6 (c) by not providing statement of wages reflecting 61.11% of her wages being diverted to "visible" defendants and their "invisible" agents.

1           162. Pursuant to NJ Labor and Worker's Compensation Code § 11-4.6 ( e ), "Every employer  
2 shall make such records as to the persons employed by him, including wage and hour records and  
3 preserve such records for such periods of time, .... for the enforcement of the provisions of this  
4 act... where the wages of such person or persons are not determined by the number of hours  
5 worked."

6           163. Defendants violated NJ Labor and Worker's Compensation Code § 11-4.6 (e) and § 11-  
7 56a20 by not maintaining accurate and proper wage and hour records and by failing to adequately  
8 provide accurate itemized wage statements to Plaintiff. Defendants routinely changed receipt  
9 numbers and hours on timesheets after submission of timesheets by Plaintiff and without her  
10 knowledge, consent and approval of Plaintiff. The wage statements defendants provided did not  
11 accurately reflect the employees' gross or net wages, as they failed to show deductions defendants  
12 required Plaintiff to return to them. Defendants articulated their errors by self-contradictory  
13 statements made by all of them to Plaintiff during Plaintiff's efforts to find out root cause of delayed  
14 or no payments for weeks.

15           164. Defendant's conduct alleged above constitutes a violation of NJ Labor and Worker's  
16 Compensation Code § 11-4.6 (e) and § 11-56a20, as defendants failed adequately to provide  
17 accurate itemized wage statements to Plaintiff.

18           165. Defendants' improper, unfair and unlawful business practices and acts alleged herein  
19 constitute a continuing threat to Plaintiff, and members of the public in that, unless restrained,  
20 defendants may continue to violate New Jersey Labor and Worker's Compensation Laws. Pursuant  
21 to NJ Labor and Worker's Compensation Code § 11-56a22, Plaintiff on behalf of herself, and the  
22 general public, seeks a permanent injunction requiring defendants to cease their unlawful and unfair  
23 business practices and acts.

24           166. Plaintiff requests relief as provided in the Prayer for Relief below.

25           **TENTH CLAIM FOR RELIEF: SEX DISCRIMINATION – CLAIM AGAINST ALL DEFENDANTS**

26           **UNDER THE FOURTEENTH AMENDMENT OF THE US Constitution AND UNDER 42 U.S.C. § 1983;**  
27 **42 U.S.C. 1981; 42 U.S.C. § 2000 e2 (a) (1), e2 (h), e2 (j), e2 (m); 42 U.S.C. 2000e5 (a) – e5 (d), e5 (f)**

28  
29           167. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
30 paragraphs of this complaint.

31           168. Plaintiff brings this action on behalf of herself against all defendants to this suit.

1           169.     The period of violations by defendants is from May 27, 2014 to the date of judgement in  
2     this suit.

3           170.     Pursuant to 42 USC § 2000e-2(a)(1), "It shall be an unlawful employment practice for an  
4     employer to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against  
5     any individual with respect to his compensation, terms, conditions, or privileges of employment,  
6     because of such individual's race, color, religion, sex, or national origin".

7           171.     Defendants' violated 42 USC § 2000e-2(a) (1) and N.J.S.A. 34:11-56.2 by paying  
8     \$10/hour less to Plaintiff compared to another male candidate. Plaintiff has genuine real world work  
9     experience while the male candidate without real world actual work experience had used fake  
10    resume.

11          172.     Pursuant to 42 USC § 2000e-2(h), "It shall not be an unlawful employment practice for  
12    an employer to apply different standards of compensation, or different terms, conditions, or  
13    privileges of employment pursuant to a bona fide seniority or merit system, or a system which  
14    measures earnings by quantity or quality of production or to employees who work in different  
15    locations, provided that such differences are not the result of an intention to discriminate because  
16    of race, color, religion, sex, or national origin, nor shall it be an unlawful employment practice for an  
17    employer to give and to act upon the results of any professionally developed ability test provided  
18    that such test, its administration or action upon the results is not designed, intended or used to  
19    discriminate because of race, color, religion, sex or national origin. It shall not be an unlawful  
20    employment practice under this subchapter for any employer to differentiate upon the basis of sex  
21    in determining the amount of the wages or compensation paid or to be paid to employees of such  
22    employer if such differentiation is authorized by the provisions of section 206 (d) of title 29".

23          173.     Defendants violated 42 USC § 2000e-2(h) by paying \$10/hour less to Plaintiff compared  
24    to another male candidate who was hired on the same day as Plaintiff to work on the same job for  
25    the same project, in spite of Plaintiff's seniority and genuine experience. Both, the Plaintiff and the  
26    male candidate were hired after passing the exact same "ability test" during in person interview  
27    which included exact same set of interview questions and answers per BWC-OH "interviewing  
28    policies". Defendants' wanton and willful conduct of paying \$10/hour less to Plaintiff constitutes  
29    discrimination against Plaintiff and entitles her for damages.

30          174.     Pursuant to 42 U.S.C. § 2000e-2(j)," It shall be unlawful to require any employer,  
31    employment agency, labor organization, or joint labor-management committee to grant preferential  
32    treatment to any individual or to any group because of the race, color, religion, sex, or national

1 origin of such individual or group on account of an imbalance which may exist with respect to the  
2 total number or percentage of persons of any race, color, religion, sex, or national origin employed  
3 by any employer, referred or classified for employment by any employment agency or labor  
4 organization, admitted to membership or classified by any labor organization, or admitted to, or  
5 employed in, any apprenticeship or other training program, in comparison with the total number or  
6 percentage of persons of such race, color, religion, sex, or national origin in any community, State,  
7 section, or other area, or in the available work force in any community, State, section, or other  
8 area."

9 175. Defendants violated 42 U.S.C. § 2000e-2(j) by discriminating against Plaintiff as Plaintiff  
10 did not belong to the same race and regional area as that of most workers working at the same level  
11 as Plaintiff at BWC-OH. Most co-workers working at the same level as Plaintiff were consultants and  
12 were supplied by VG Labs Inc and Mr. Sunder Govindrajan based on their connections within and  
13 outside of BWC-OH. Most co-workers who were hired and retained were from the same regional  
14 areas of Southern India which also belonged to VG Labs Inc and Mr. Govindrajan. BWC-OH only  
15 hired and retained candidates approved and preferred by all defendants. The hiring and retaining  
16 process created by all defendants was based on regional origins of candidates using fake resumes  
17 and leaked interview question/answers, based on personal likings of defendants as opposed to  
18 candidate's merit, credentials, abilities and/or seniority. Defendants' collective conduct in concert  
19 with one another resulted in discrimination against Plaintiff and caused her serious financial and  
20 reputational injuries.

21 176. Defendants' wanton and willful conduct as alleged above has discriminated Plaintiff.  
22 Such conduct was substantially injurious to Plaintiff as she was the only one who was exploited and  
23 later on let go.

24 177. Under the circumstance alleged herein, it would be inequitable and result in a  
25 miscarriage of justice for defendants continue to allow such unlawful practices of damaging Plaintiff  
26 and members of public, without punishment. Defendants conduct as alleged above constitutes  
27 violations of Plaintiff's civil rights pursuant to Title VI of the Civil Rights Law of 1964 - 42 U.S.C.  
28 §2000d et. Seq., 42 U.S.C. § 1983, 42 U.S.C. § 1981 and the 14<sup>th</sup> Amendment of the US Constitution,  
29 entitling Plaintiff to restitution of the unfair benefits obtained and disgorgement of Defendants' ill-  
30 gotten business practices.



178. As a result of Defendants' unlawful business acts or practices, defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and similarly situated members of public.

179. Defendants' improper, unfair and unlawful business practices and acts alleged herein constitute a continuing threat to Plaintiff, and members of the public in that, unless restrained, defendants may continue to violate national and local Labor and Worker's Compensation Laws as well as civil rights of public. Pursuant to 42 U.S.C. 2000e5 (a) – e5(d), e5(f); and pursuant to NJ Labor and Worker's Compensation Code § 56-4 and 56-6. Plaintiff on behalf of herself, and the general public, seeks a permanent injunction and all statutory damages in addition to punitive damages in the amount to be determined at trial for deterring similar future unlawful and unfair business practices of defendants.

180. Plaintiff requests relief as provided in the Prayer for Relief below.

**ELEVENTH CLAIM FOR RELIEF: WRONGFUL/RETALIATORY DISCHARGE**

**CLAIM AGAINST ALL DEFENDANTS: UNDER 42 U.S.C. §§ 1981, 1982, 1983, 1985 (3)**

181. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

182. Plaintiff brings this action on behalf of herself against all defendants to this suit.

183. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.

184. The term of contract was for 12 months and Plaintiff was let go after completion of 9 weeks of a contract, without any cause or without any reason or without any performance reviews or without exist interview.

185. Unlawful discharge of Plaintiff without any cause and without an exit interview upon Plaintiff's complaint to defendants about delays in payments and other matters violated Plaintiff's Due Process Rights guaranteed by the 14<sup>th</sup> Amendment of the US Constitution and Plaintiff's rights protected by the Contract Clause of Art. I, Sec 10 of the US Constitution. Abrupt hiring and firing after a few days of internal email driven defamation and insults of Plaintiff by defendants and, without a notice and without a good cause created emotional stresses and severe financial hardship and losses for Plaintiff. Pursuant to the Contract Clause, right to contract without any interferences is the most fundamental right protected by the constitution of the US with guarantees against private party interferences or any state laws that interfere with private contracts by any restraints. Right to contract is the most basic protecting any one's freedom to contract without any

1 interference by private or government entities prohibiting implicit or explicit slavery by  
2 interferences from anyone.

3 186. Defendants' conduct as alleged above has interfered with Plaintiff's rights to contract  
4 and is in violations of 42 U.S.C. § 1981 which guarantees equality of rights to everyone.

5 187. Defendants' conduct also interfered with Plaintiff's property rights and employment  
6 rights due to interferences and exploitations through extended state controls. Defendants' conduct  
7 is in violations of 42 U.S.C. § 1982 which attests to property rights of civilians.

8 188. Defendants' conduct as alleged above is also in violations of NJ Labor and Worker's  
9 Compensation Code §§ 15-57.4(a) (2) and 15-57.4(a) (3). Defendants' conduct as alleged above is in  
10 further in violations of NJ Labor and Worker's Compensation Code §§ 15-57.4(b), 15-57.4(c) and 15-  
11 57.4(d) because the scheme of hiring Plaintiff purposely and knowingly involved insurance carrier to  
12 shift liabilities by "visible" and "invisible" agents of conspiring defendants.

13 189. Defendants' wanton and willful conduct as alleged above has caused severe injuries to  
14 Plaintiff. Such conduct was substantially injurious to Plaintiff as she was the only one who was  
15 exploited by conspiring defendants who hatched a scheme of shifting liabilities by involving an  
16 insurance carrier.

17 190. Under the circumstance alleged herein, it would be inequitable and result in a  
18 miscarriage of justice for defendants continue to allow such unlawful practices of damaging Plaintiff  
19 and members of public, without punishment. Defendants conduct as alleged above constitutes  
20 violations of Plaintiff's civil rights pursuant to 42 U.S.C. §§ 1981, 1982, 1983, 1985(3) and the 14<sup>th</sup>  
21 Amendment of the US Constitution, entitling Plaintiff to all damages including but not limited to loss  
22 of income, loss of credibility, defamation, and other tangible and punitive losses due to emotional  
23 distress.

24 191. Plaintiff requests relief as provided in the Prayer for Relief below.

25 **TWELVETH CLAIM FOR RELIEF: SICK LEAVE AND BATHROOM BREAKS**

26 **CLAIM AGAINST ALL DEFENDANTS: COMMON LAW CLAIM**

27 192. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
28 paragraphs of this complaint.

29 193. Plaintiff brings this action on behalf of herself against all defendants to this suit.

30 194. Plaintiff's less than 20 minutes lunch breaks and bathroom breaks were deducted from  
31 her hourly wages.

195. Plaintiff was forced to go to work in spite of being sick by the director of BWC-OH because less number of Plaintiff's work meant reduced "cuts" to defendants and their additional "invisible" agents from Plaintiff's wages. Defendants took away \$66/hour from Plaintiff's wages which were billed at \$108/hour rate.

196. Plaintiff had never worked in such work environment at any other work places except BWC-OH, where Plaintiff's bathroom breaks and lunch breaks were deducted from her wages. Plaintiff had never been forced to work in spite of being sick except at BWC-OH. Plaintiff was not informed about such restrictions prior to joining the contract.

197. Defendant BWC-OH has unfair and discriminatory business operating policies, specifically towards women workers, who may require more breaks of all types due to biological reasons.

198. Plaintiff therefore requests special relief in the form of out of the ordinary relief towards enhancing working conditions of all workers, in all sectors by setting a new exemplary norm for all types of employers to prohibit employers from deploying such adverse health affecting restrictions to employees' health for humanitarian reasons. Such is more appropriate in 21<sup>st</sup> century as more women are working in all sectors as professionals.

**THIRTEENTH CLAIM FOR RELIEF: UNLAWFUL AND UNFAIR BUSINESS PRACTICES**

**CLAIM AGAINST ALL DEFENDANTS UNDER 42 USC § 1983, 15 USCA SECT. 1 ET. SEQ, CONTRACT**

**CLAUSE OF THE US Constitution, VIOLATIONS OF NJ LABOR AND WORKER'S COMPENSATION**

**LAWS, NJ LAWS PERTAINING TO INSURANCE PROVIDERS AND UNFAIR BUSINESS PRACTICES**

199. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

200. Plaintiff brings this action on behalf of herself against all defendants to this suit.

201. The period of violations by defendants is from May 27, 2014 to the date of judgement in this action.

202. Defendant members of BWC-OH listed under Party 2 to this suit, as workers of a business insurance providing business have conducted unfair and illegal practices pursuant to NJSA 17:18-8, 17:18-17, 17:22E-7 in conspiracy with members of Party 1 to this suit.

203. Defendant members of BWC-OH listed under party 2 to this suit have unknowingly and purposely conducted an act of engaging in an illegal business practice of employing Plaintiff as an employee of BWC-OH's existing employee in violation of NJSA 17:22E-10 in conspiracy with member of party 1 to this suit.

204. Defendant members of BWC-OH listed under party 2 to this suit have committed insurance business specific fraud and unfair practices in violations of NJSA 17:29B-3, 17:29B-4, 17:29B-9 and 17:33A-4 in concert with member of party 1 to this suit.

205. Defendants, as co-employers of Plaintiff, have participated in unfair and illegal business practices and acts pursuant to NJSA 34:8-52(N), NJSA 34: 8-64(d)(i) and (ii), NJSA 34:8-64 (d)(2)(b) & (d), NJSA 34:8-65(L), NJSA 34:11-4.2, NJSA 34:11-4.2a, NJSA 34:11-4.3, NJSA 34:11-4.4, NJSA 34:11-4.6(c) & (e), NJSA 34:11-4.7, NJSA 34:11-4.14(a), NJSA 34:11-56a4, NJSA 34:11-56a20, NJSA 34:11-56a22, NJSA 34:11-56.2, NJSA 34:15-57.4(a)(2), NJSA 34:15-57.4(a)(3), NJSA 34:15-57.4(b), NJSA 34:15-57.4(c) and, NJSA 34:15-57.4(d) in concert with members of party 1 to this suit.

206. Defendants' conduct is also in violations of 15 USC § 1 ET.SEQ.

207. Defendants' conduct as alleged above has violated and severely interfered with Plaintiff's civil rights entitling Plaintiff for a civil action under 42 U.S.C. § 1983.

208. Defendants' conduct as alleged herein has caused massive violations of Plaintiff's civil rights on an ongoing and daily basis in all activities of Plaintiff's life including but not limited to right to look for employment on line and otherwise, right to contract, right to make livings, right to property and right to live without interferences of any one. Defendants corruptly conspired against Plaintiff by supporting each other against Plaintiff after violating Plaintiff's rights for years for the purposes of covering their crimes and for the purposes of controlling Plaintiff for the rest of her life after putting her under radar of some extremely controlling and very bad entities pretending to be enforcing laws by tossing cases without notices and manufacturing illegal laws to cover their crimes under false pretenses of public safety, law and order. Such conduct was and is substantially injurious to Plaintiff and members of Public in general.

209. Under the circumstances alleged herein which are based on massive violations of many laws by defendants, it would be inequitable and result in a miscarriage of justice for defendants to continue to retain the property of Plaintiff; to continue to cause intentional emotional distresses, pain and suffering to Plaintiff; to continue to allow such unfair business practices and continue to retain unfair benefits obtained due to disgorgement of defendants' ill-gotten gains.

210. As a result of defendants' unlawful business acts and practices, defendants have reaped and continue to reap unfair benefits and illegal profits by continuously looting Plaintiff's property on a daily basis by interferences in every matter of Plaintiff's life and by continuously violating her basic civil rights.



211. Defendants' improper, unfair and unlawful business practices and acts alleged herein constitutes a continuing threat to Plaintiff and members of public, in that, unless restrained, defendants may continue to violate New Jersey Labor and Worker's Compensation Laws and multiple federal laws and the Constitution of the US. Pursuant to 15 USC § 1 ET. seq., 42 USC § 1983, as well as New Jersey's Unfair Business Practices Law codified under Title 56 of New Jersey's legislation, defendants' conduct as alleged above, constitute unlawful business acts or practices. Plaintiff, on behalf of herself and the general public, therefore seeks, all damages including punitive damages and also seeks a permanent injunction requiring defendants to cease their unlawful and unfair business practices and acts.

212. As a direct and proximate result of the aforementioned practices and acts, Defendants have been unjustly enriched, and Plaintiff, and the general public are entitled to restitution in an amount to be determined at trial.

213. Plaintiff requests relief as provided in the Prayer for Relief below.

**FOURTEENTH CLAIM FOR RELIEF: NEGLIGENCE**

**CLAIM AGAINST ACJC EXECUTIVE DIRECTOR MR. JOHN TONELLI**

**THE FOURTEENTH AMEDEMMENT OF THE US CONSTITUTION, Due Process Clause and 42 USC § 1983**

**AND UNDER NJSA 59:2-2 (a)**

214. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

215. Plaintiff brings this claim on behalf of herself and against ACJC-NJ Executive director Ms. John Tonelli.

216. Defendant's inactions and negligence in permanently rectifying public harm, permanently rectifying damages to public and Plaintiff have caused lifelong trauma to Public and Plaintiff because defendants have not disbarred already disciplined and reprimanded members of State's Judiciary conducting auctions in state courts and have not disbarred other members of state's judiciary participating in continued prosecutions of innocents based on actions of reprimanded and other members of judiciary who manufacture illegal state laws in violations of Federal Constitution of the US. Defendants' negligence has caused significant financial injury, significant emotional distress and has inflicted continuous injuries to Plaintiff as a result of continuous violations of Plaintiff's civil rights.

217. Defendants' willful and knowing wanton disregard for Plaintiff's civil rights violations upon complaint to ACJC has also created a situation of continuous exploitation and continuous

1 hardships to Plaintiff by means of an illegal and dangerous working condition based on conspiracy  
2 with BWC-OH members listed under party 2 to this suit.

3 218. Defendants' have failed to conduct proper supervision of personnel as part of their job  
4 activities resulting into massive damages to Plaintiff and members of public. Defendants failure and  
5 negligence acts include but are not limited to absolute ignorance to genuine concerns of Plaintiff;  
6 Public and its civil rights; allowing continued legal malpractices within state courts and state's other  
7 law enforcement venues including prosecutor and attorney general's offices by promoting law  
8 violating prosecutors to judiciary posts to provide them "immunity" upon committing massive illegal  
9 acts; allowing self-benefiting manufacturing of illegal laws, rules and employments; allowing biased  
10 treatments to specific communities at the expenses of members of public and by doing that  
11 facilitating and promoting purposeful conflicts of interests making defendants vicariously liable  
12 under NJSA 59:2-2(a).

13 219. Defendant's willful misconduct of ignoring Plaintiff's complaint with the ACJC-NJ  
14 showing continued unlawful acts of already reprimanded members of judiciary and others is in  
15 violations of NJSA 59:4-3. Defendant's willful disregard for issues related to stealing of court notices  
16 sent to Plaintiff by federal court, tossing of court cases by judiciary without notices on the basis of  
17 unlawful excuses of "conflicts of interests", unlawful medical interventions by judiciary with or  
18 without prosecutorial interferences and unlawful changes in court hearing dates/venues and  
19 members of judiciary, lack supervision to identify lack of rules and processes to correct municipal  
20 courts created errors, are more than ample proofs showing purposeful, willful, wanton, knowing and  
21 continued collective negligence of defendants in participation with State prosecutors and attorney  
22 general on an ongoing basis pursuant to NJSA 59:9-4. Collectively, defendants participate in legal  
23 malpractice against members of Public and Plaintiff which has resulted in massive losses of Plaintiff's  
24 property, records, reputation, employments and civil rights by using materially false statements, by  
25 exercising bad faith as a routine due to corruption and in spite of having full knowledge of falsity and  
26 in spite of having full knowledge of prohibited practices to general public due to reasons of limited  
27 or full "immunities". Defendants knowingly, purposely and personally participate in framing  
28 innocents and for most part do not practice what they preach to public which constitutes a valid  
29 claim for on purpose negligence due to legal malpractice, actual malice with willful continued  
30 misconduct and entitles Plaintiff for punitive damages, intentional infliction of emotional distress,  
31 pain and suffering pursuant to 42 USC § 1983.

220. Plaintiff therefore seeks, investigative cooperation from ACJC Executive Director Mr. Tonelli with the help of this Honorable District Court to find out extent of participation of ACJC-NJ and any additional members of State of NJ's law enforcement, if any, in getting Plaintiff hired for BWC-OH contract. This injunctive relief is requested because only the ACJC-NJ administrative staff would have been aware of grievances filed by Plaintiff due to its "confidentiality" reasons. Plaintiff had not disclosed "confidential" matters pertaining to grievances to anyone except the ACJC-NJ. Defendant's negligence and deprivation of due processes by not keeping confidential matters confidential is in violation of the Fourteenth Amendment of the US Constitution because the contract opportunity at BWC-OH by interception of online job search occurred rights after Plaintiff had filed a complaint with ACJC-NJ which was denied by ACJC-NJ executive director Mr. Tonelli.

221. Plaintiff also requests relief as provided in the Prayer for Relief below.

#### **RELIEF ALLEGATIONS**

222. Plaintiff has no plain, adequate, or complete remedy at law to redress the wrongs alleged herein, and the injunctive relief sought in this action is the only means of securing complete and adequate relief. Plaintiff is now suffering and will continue to suffer irreparable injury from illegal acts of defendants.

223. The actions or inactions on the part of defendants have caused and continue to cause Plaintiff substantial losses in earnings, other compensation, and other employment benefits, in an amount to be determined according to proof.

224. Defendants acted or failed to act as herein alleged with malice or reckless indifference to the protected rights of Plaintiff Ms. Chaula Bhatt. Plaintiff Ms. Bhatt is thus entitled to recover punitive damages in an amount to be determined according to proof.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of herself prays for relief as follows:

225. Damages and equitable relief for all harm the individual Plaintiff has sustained as a result of Defendants' conduct, according to proof;

226. Exemplary and punitive damages in an amount commensurate with defendants' ability to pay and to deter future unlawful conduct;

227. A preliminary and permanent injunction against defendants and their executive directors, directors, officers, owners, agents, successors, employees, and representatives – and any and all persons, "visible" and "invisible", acting in concert with them – from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

228. A declaratory judgment that the practices complained in this complaint are unlawful and violate applicable federal and state law;

229. Costs incurred, to the extent allowable by law;

230. Pre-Judgement and Post-Judgement interest, as provided by law; and

231. Such other and further legal and equitable relief as this Court deems necessary, just, and proper.



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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as provided by Rule 38(a) of Federal Rules of Civil Procedure.

**Date:** April 14, 2016

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Chaula", is written over a horizontal line.

**Ms. Chaula S. Bhatt, Pro Se**

PO BOX 1094

Edison, NJ 08817

Contact: (732) 221- 3223

Email: chaula\_bhatt@hotmail.com